



**Certificate of Public Convenience and
Necessity Application**

Dellwood Estates

Sussex County

October 25, 2016

Mr. Kevin Neilson
Public Service Commission
861 Silver Lake Blvd.
Suite 100
Dover, DE 19904

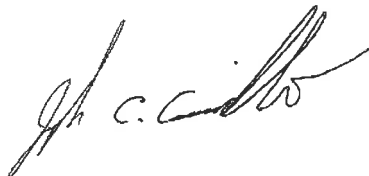
Re: Wastewater CPCN Application – Dellwood Estates

Dear Mr. Neilson;

Enclosed you will find the CPCN application for Dellwood Estates located in Sussex County, Delaware.

One original copy the application has been included. If I can be of further assistance upon your review, please do not hesitate to contact me at 302-747-1308.

Respectfully,



Joseph C. Cuccinello
CPCN Coordinator
Tidewater Utilities, Inc.

cc: Ms. Dorothy Morris, OSP w/enclosure
Mr. John Barndt, DNREC w/enclosures
Mr. John Ashman, Sussex County w/enclosures
Ms. Kirsten Higgins, TUI w/enclosures

**APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY REQUIRED TO BEGIN OR EXPAND THE BUSINESS
OF A PUBLIC WASTEWATER UTILITY**

BEFORE THE PUBLIC SERVICE COMMISSION

This form of application must be filed for each new and expanding wastewater system pursuant to 26 Del. C. §203D(d).

WASTEWATER UTILITIES: Dellwood Estates

1. Basis for application:

- ☐ a. The applicant is in possession of a signed service agreement with the developer of a proposed subdivision or development, which subdivision or development has been duly approved by the respective county government (26 Del. C., §203D (d)(1); or
- ☒ b. The applicant is in possession of a petition signed by all of the parcel owners of the proposed territory to be served; (26 Del. C., §203D (d)(2)); see **Exhibit A**
- ☐ c. The applicant is in possession of a duly certified copy of a resolution from the governing body of a county or municipality requesting the applicant to provide service to the proposed territory to be served; (26 Del. C., §203D (d)(3)).

2. To obtain a Certificate of Public Convenience and Necessity ("CPCN") to provide adequate wastewater service to customers.

3. Tidewater Environmental Services, Inc. requests an informal fact finding procedure during review of the application.

- a) Full legal name and address of Applicant:
Tidewater Environmental Services, Inc.
1100 South Little Creek Road
Dover, Delaware 19901
- b) Full name of the Utility's designated representative:
Bruce Patrick
- c) Phone no: 302-734-7500
- d) Fax no: 302-734-9295
- e) Email address: bpatrick@tuiwater.com

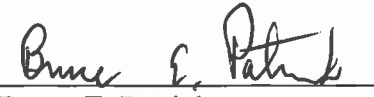
5. Supporting documentation required by 26 Del. C. §203E(1), including evidence that all landowners of the proposed territory have been notified of application: **Exhibit B**

6. A complete list of county tax map parcel number(s) for the area covered by the application: **Exhibit C**

7. Check made out to the Delaware Public Service Commission in the amount of \$300.00.

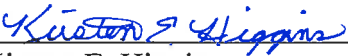
8. A complete list of county tax map parcel number(s) with corresponding names and addresses of property owners and a copy of the tax map(s) for the area: **Exhibit C**
9. The Applicant hereby certifies that the extension will satisfy the provisions of 26 Del. C. §403C, including:
 - a) The Applicant is currently not subject to a finding by the appropriate federal or state regulatory authority that we have materially failed to comply with applicable wastewater treatment standards; and
 - b) The Applicant is currently not subject to any Order issued by the Commission finding that Tidewater Environmental Services, Inc. has materially failed to provide adequate or proper safe wastewater services to existing customers.
10. As shown in Exhibit A, a majority of the parcel owners of the proposed territory to be served agree with the filing of a CPCN to permitting Applicant to provide them with public wastewater services.
 - a) A copy of the application will be sent to the Office of State Planning and Department of Natural Resources and the County Engineering/Utility on or about October 25, 2016.
 - 1) The current status of such Application is: **Sent**
 - b) The Applicant provides the following additional information with this application;
 - 1) A corporate history including dates of incorporation, subsequent acquisitions and/or mergers are currently on file with the PSC.
 - 2) A chart, which depicts the inter-company relationships is currently on file with the PSC.
 - 3) A map identifying all areas, including all towns, cities, counties and other government subdivisions to which service is already provided.
 - 4) All copies of Applicant's annual reports to stockholders and that of its subsidiaries, and parent for the last two years are currently on file with the PSC.
 - 5) Applicant's audited financial statements, 10K's and all proxy material for the last two years are currently on file with the PSC.
 - 6) Any additional information required by PSC Staff will be made available on request.

Respectfully submitted,


Bruce E. Patrick
General Manager

Certification of Landowner Information Accuracy

By submitting this application, Tidewater Environmental Services Inc. hereby certifies that we have reviewed the appropriate tax or land record documents; and that according to those documents, the landowners identified in the parcel lists are the landowners of record and that the petitions contained in this application have been signed by the landowners of record.



Kirsten E. Higgins
Director Planning & Development

[Government](#)[Citizens](#)[Visitors](#)[Business](#)[Services](#)

Map Search

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
- [Appraisal & Assessment Info](#)
- [Sales Info](#)
- [Map of Property](#)

General Information

District-Map-Parcel:

2-34 2.00 2.00

Owner(s) Names:

R L W MORRIS , FAMILY LIMITED PARTNERSHIP

Property Legal Description:

RD/285

Billing Address:30271 STOCKLEY RD
MILTON , DE 19968**Land Use:**

Farm

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Lewes Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water District:

-No Sewer Records-

Watershed:

CHINCOTEAGUE

EXHIBIT

A

TESI - Wastewater Petition

1-877-720-9272

www.tidewater.com

**PETITION FOR INCLUSION IN
TIDEWATER ENVIRONMENTAL SERVICES, INC.
WASTEWATER SERVICE TERRITORY**

In accordance with 26 Delaware Code 203-D., I/we, the undersigned, as the recorded property owners according to current tax records for the following property/properties, request to be included in the wastewater service territory of Tidewater Environmental Services, Inc. I/We understand that all of the property owners must sign this petition in order for Tidewater Environmental Services, Inc. to apply for a Certificate of Public Convenience and Necessity (CPCN) in order to provide wastewater service to the following property/properties:

Tax Parcel Number(s): 234-2.00-2.00

Property Owner(s): R L W Morris Family Limited Partnership
30271 Stockley Road
Milton, DE 19968

Owner's Signature(s): X Margaret R. Mizga

Date: 8-15-2016

Owner's Signature(s): X

Date: _____

Please sign and date at the X and then return the signed petition to the following address:

Tidewater Utilities, Inc.
1100 S. Little Creek Road
Dover, DE 19901

Dellwood Estates

A-16-009

P-16-0051

CERTIFICATE AND AGREEMENT OF
R L W MORRIS FAMILY LIMITED PARTNERSHIP

THIS CERTIFICATE AND AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of March, 2001, by and among RUTH LAMONT WALLS MORRIS hereinafter referred to as the "General Partner", and the undersigned person as Limited Partner. The Limited Partner and any additional Limited Partners hereafter admitted to the Partnership, as herein provided, are collectively referred to as the "Limited Partners". The Limited Partners, as constituted from time to time, and the General Partner, are collectively referred to as the "Partners".

WHEREAS, the Partners desire to form a limited partnership to engage in the business described in Article II;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, the parties (the "Partners") hereby form a limited partnership under the provisions of the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, (the "Partnership"), under the following terms and conditions:

ARTICLE I

NAME, PRINCIPAL OFFICE AND TERM

SECTION 1.01 FORMATION AND NAME OF LIMITED PARTNERSHIP. The parties do hereby form a limited partnership; pursuant to and in conformity with the provisions of the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, under the style name R L W MORRIS FAMILY LIMITED PARTNERSHIP, hereinafter referred to as the "Partnership".

SECTION 1.02 REGISTERED OFFICE: PLACE OF BUSINESS: REGISTERED

AGENT The registered office and place of business of the Partnership shall be Rt 2, Box 387A, Milton, Sussex County, Delaware 19968. The registered agent of the Partnership is the Limited Partnership itself, whose business office address is the same as the address of the registered office of the Partnership.

SECTION 1.03 NAMES AND ADDRESSES. This agreement is made by RUTH LAMONT WALLS MORRIS, hereinafter referred to as the "General Partner", and the undersigned person as Limited Partner. The Limited Partner and any additional Limited Partners hereafter admitted to the Partnership, as herein provided, are collectively referred to as the "Limited Partners". The Limited Partners, as constituted from time to time, and the General Partners, are collectively referred to as the "Partners". The names and addresses of the Partners are set forth in Schedule "A" attached hereto and made a part hereof.

SECTION 1.04 TERM: The term for which the Partnership is to exist shall commence as of the time and date of the filing of this Certificate and shall terminate upon the earliest of the following:

(a) The sale by the Partnership of substantially all of its assets provided, however, that if the Partnership receives a purchase money mortgage in connection with such sale, the Partnership shall continue until such mortgage is paid in full or otherwise disposed of;

(b) The death, bankruptcy, mental illness, or withdrawal of the General Partner;

DAVID W BAKER
GEORGETOWN, DEL

(c) The agreement of all of the General Partners to dissolve the Partnership;

(d) The 31st day of December, A.D. 2031; or

(e) Whenever, under Delaware Law, it is expressly stated that a Limited Partnership termination or dissolution has occurred, notwithstanding any other provisions of this Agreement.

ARTICLE II

THE CHARACTER OF THE BUSINESS

SECTION 2.01 PURPOSES OF THE PARTNERSHIP.

The nature of the business of the limited partnership is to engage in any lawful act or activity for which limited partnerships may be organized under the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 2.02 BUSINESS ACTIVITIES OF THE PARTNERSHIP.

In order to carry out its purposes, the Partnership is authorized to take such actions as may be deemed appropriate by the General Partners, including but not limited to:

(a) Legal title to all Partnership property shall be held in the name of the Partnership;

(b) The General Partners shall have the right, power and authority to lease, sell, mortgage, convey, finance, refinance, grant easements on or dedicate the land, or any part thereof, of the Partnership, or take any other action with regard thereto as may be required or necessary in the discretion of the General Partners in order to promote the Partnership objective; to borrow money and execute promissory notes upon such Partnership Property, to renew and extend any and all such loans or notes, and

to convey such Partnership property in fee simple by deed, mortgage or otherwise.

(c) The manner of holding title to the Partnership property is solely for the convenience of the Partnership, and, accordingly, the spouses, heirs, personal representatives, beneficiaries, distributees, successors, or assigns of any Partner shall have no right, title or interest in or to such Partnership property, by reason of the manner in which title is held; all such property shall be treated as Partnership property, subject to the terms of this Agreement.

ARTICLE III

CERTIFICATE AND OTHER INSTRUMENTS

SECTION 3.01 FILING AND CERTIFICATE. Immediately after all the Partners have executed and delivered this Certificate of Limited Partnership, the General Partners shall cause this Certificate to be filed in the Office of the Secretary of State for the State of Delaware, and promptly thereafter, the General Partners shall record such Certificate.

SECTION 3.02 POWER OF ATTORNEY. Each Limited Partner hereby irrevocably constitutes and appoints the General Partners as their true and lawful attorney, in their name, place and stead, to make, execute, sign, acknowledge and file:

(a) Any instrument to amend or revoke the Certificate of Limited Partnership pursuant to the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

(b) Such other certificates or instruments as may be required by law or appropriate to the conduct of the Partnership

business and the exercise by the General Partners of their authority under this Agreement, including, without limitation, deeds of conveyance of any interest in the Partnership in real property.

SECTION 3.03 DURATION OF POWER OF ATTORNEY. It is expressly intended by each of the Limited Partners that the power of attorney granted under Section 3.02 is coupled with an interest. Such power of attorney shall survive the assignment by any Limited Partner of the whole or any portion of its Partnership interest until such time as all actions necessary to effect the substitution of the assignee thereof as a substitute Limited Partner shall have been performed, and shall also, to the extent permitted by law, survive the merger, bankruptcy, receivership, or dissolution of a Limited Partner.

ARTICLE IV

CAPITAL CONTRIBUTIONS

SECTION 4.01 GENERAL AND LIMITED PARTNERSHIP UNITS

The total number of Partnership Units available for the General Partners is ten (10). The total number of Partnership Units available for the Limited Partners is nine hundred ninety (990).

SECTION 4.02 VALUE OF UNIT AND CONDITIONS OF PURCHASE

(a) The initial capital contributions of the Limited Partners acquiring Limited Partnership Units shall be the adjusted income tax basis of the "Assets" transferred to the partnership;

(b) Any purchase of Partnership Units shall require approval of the General Partners.

SECTION 4.03 INITIAL CONTRIBUTIONS

The initial capital contributions of the General and Limited Partners are set forth in Schedule "A". The percentage shown after the name of each Partner in Schedule "A" shall represent the Partnership Interest of such Partner for the purposes of this Agreement, unless increased or decreased as hereinafter provided.

SECTION 4.04 ADDITIONAL CONTRIBUTIONS OF LIMITED PARTNERS.

Each Limited Partner shall, within sixty (60) days after written notice of a capital call is given by the General Partners, contribute such additional amounts as may from time to time be requested by the General Partners, provided that:

(a) The sum of the contribution made by all Limited Partners pursuant to this Article shall not exceed the sum of all mortgages payable by the Partnership;

(b) The General Partners may not request any Limited Partner to contribute additional amounts pursuant to this Section without at the same time requesting all other Limited Partners to contribute additional amounts in accordance with the Limited Partner Percentages as set forth opposite their names under the column headed "Percentage Interest" on Schedule "A" hereto.

SECTION 4.05 GUARANTY OR OTHER ASSURANCES. Each Partner shall provide such guaranty or other assurances as the General Partners may require of the performance of such Partner's obligations under this Article.

SECTION 4.06 FAILURE TO CONTRIBUTE. If a Partner fails to contribute, within the period specified in this Article, any

amount duly requested by the General Partners pursuant to Section 4.03 or Section 4.04, the requested amount shall, beginning upon the expiration of such period and while unpaid, bear simple interest at the prime rate, and the General Partners may, at their option, either (a) take any appropriate steps to enforce the obligation of the Partner to make such a contribution, or (b) expel the Partner from the Partnership, provided that before so expelling any Partner, the General Partners shall first give written notice to the Partner of their intention to do so, and the Partner shall not be expelled if full payment of the requested amount is received by the General Partners within thirty (30) days after the filing of such notice. Any Partner expelled pursuant to this Section shall not be entitled to the return of any prior contributions made to the Partnership, or to the return of any other Payment.

SECTION 4.07 INTEREST. No interest shall be paid on capital contributions.

ARTICLE V

RIGHTS, POWERS, AND OBLIGATIONS OF GENERAL PARTNERS

SECTION 5.01 MANAGEMENT OF BUSINESS. The General Partners shall have the exclusive right and power to manage and operate the Partnership and to do all things necessary to carry on the business of the Partnership for the purposes described herein, subject to the provisions of the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 5.02 AUTHORITY OF GENERAL PARTNERS. The General Partners are specifically authorized and empowered on behalf of

the Limited Partners, without any further consent of the Limited Partners, to do any act or execute any document or enter into any contract or any agreement of any nature or necessary or desirable, in the opinion of the General Partners, in pursuance of the purposes of the Partnership including, but not limited to the following:

(a) To enter into and carry out contracts and agreements of all kinds;

(b) To lend or borrow money, and to issue evidences of indebtedness and to secure the same by mortgage, deed of trust, or other lien on all or any part of the Partnership's assets.

(c) To bring and defend actions at law or in equity;

(d) To own, manage, sell, lease or otherwise dispose of all or any part of the Partnership's property, including the power to sell the "Land" in whole, or parcels, or lots, on such terms and conditions as shall be determined by the General Partners, in their discretion, provided that the General Partners shall use their best efforts to obtain a price, which, after all deductions, shall be sufficient to return to each Limited Partner at least the amount of his capital contribution.

(e) To employ or retain, on behalf of the Partnership, such persons, firms, or corporations as they, in their sole judgement, deem advisable in the operation and management of the business of the Partnership, including, without limitation, such accountants, attorneys, architects, landscape architects, engineers, appraisers, and experts as they deem appropriate, on

such terms and at such compensation as the General Partners, in their discretion, shall determine; and

(f) [i] To invest and reinvest (or leave temporarily uninvested) any funds in any property, real or personal, of any kind or nature, including without limitation, stocks (whether common, preferred or otherwise), bonds (secured or unsecured), obligations, mortgages, other securities and interests in any of the foregoing.

[ii] To buy, sell, and trade in securities of any nature, including short sales and including puts, calls, straddles and other options, covered and uncovered, of every kind and nature, or margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Partnership.

(g) To do and perform all such other things as may be in furtherance of the Partnership purposes and necessary or appropriate to the conduct of its business as set forth in Article II.

SECTION 5.03 OTHER ACTIVITIES PERMITTED The General Partners shall devote to the Partnership business such time as is necessary for the proper performance of their duties. Any General Partner and any corporation which is a parent, subsidiary or affiliate of a General Partner, or any entity in which a General Partner or its parent, subsidiary, or affiliate may have an interest, may engage in any other business, investment or profession, including the development or ownership of or investment in real estate, and the

operation and management of real estate at all places whether or not in direct or indirect competition with this Limited Partnership. The Partnership and the Limited Partners shall have no rights in or to any of such businesses, professions, or investments, or in and to any income or profit derived therefrom.

SECTION 5.04 DEALING WITH RELATED PERSONS. The General Partners on behalf of the Partnership or for their own account, may employ a Partner or a person related to or affiliated with a Partner to render or perform a service, may contract to buy property from a Partner or such person, may enter into a partnership, and may otherwise deal with such Partner or such person, provided, however, that if the General Partners employ for the Partnership, a Partner, or persons, firms, or corporations directly or indirectly related to any one or more of them, the charges made for services rendered and materials furnished by such Partner, persons, firms or corporation are comparable to those charged by others of similar stature in the same line of business and not so related.

SECTION 5.05 LIABILITY OF GENERAL PARTNERS TO PARTNERS. The General Partners shall not be liable, responsible, or accountable in damages or otherwise to any of the Partners, for any acts performed by them within the scope of the authority conferred on them by this Agreement, or made in good faith and based on the opinion of counsel, except for acts of malfeasance or gross negligence.

SECTION 5.06 INDEMNIFICATION OF GENERAL PARTNERS. The General Partners shall be entitled to indemnity from the

Partnership for any act performed by them within the scope of the authority conferred by this Agreement or made in good faith and based on the opinion of counsel, except for acts of malfeasance, gross negligence, or misrepresentation, provided that any indemnity under this section shall be paid out of and to the extent of Partnership assets only; and, further, provided, however, that in case of any loss or damage arising from an action brought pursuant to the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, the indemnification pursuant to this provision shall be limited to the fees, costs and expenses, including reasonable attorney's fees, actually and necessarily incurred by the General Partners in connection with the defense of such action, or in connection with any appeal therein.

SECTION 5.07 OTHER RIGHTS, POWERS AND LIABILITIES. In addition to all of the rights, powers and liabilities herein enumerated, the General Partners shall have all of those rights and powers and be subject to all the liabilities as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 5.08 INSURANCE The General Partners shall cause the Partnership to obtain and keep in force insurance of such types, in such amounts, on such terms and with such carriers as will in their judgment, adequately protect the Partnership and its property.

SECTION 5.09 CHANGES IN GENERAL PARTNERS.

(a) In the event of the death, resignation or adjudication of incompetency of RUTH LAMONT WALLS MORRIS, she shall be succeeded as General Partner by FRANCES L. MARVIN and MARGARET R. MIZZI. In the event of the death, resignation or adjudication of incompetency of either FRANCES L. MARVIN and MARGARET R. MIZZI, then the other shall succeed as sole General Partner.

(b) The retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, or death of a General Partner or any other event which results in his ceasing to be a General Partner, shall not cause the dissolution of the Partnership, provided there is at least one other General Partner who shall continue the business of the Partnership. In the absence of an amendment to this Agreement under Section 11.10 adversely affecting his rights under this Agreement, no General Partner shall have the right to resign or withdraw from the Partnership without either the prior written consent of all other General Partners, or of the Limited Partners owning in the aggregate 51 percent of the total Limited Partner Percentages. Any General Partner who resigns or withdraws from the Partnership in violation of the foregoing provision shall remain liable for the debts, obligations, and liabilities of the Partnership to the same extent as if he had not retired or withdrawn and, in addition, shall be liable to the Partnership and the Partners for any damages sustained by reason of such retirement or withdrawal. A General Partner who has ceased for any reason to be a General Partner shall nevertheless remain

liable for all the debts, obligations, liabilities, and commitments of the Partnership incurred while he was a General Partner.

(c) Upon the retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, or death of a General Partner, he shall cease to be a General Partner, but unless he assigns his equity interest in the Partnership to a substitute General Partner, whose substitution is consented to by all other General Partners with respect to obligations and liabilities incurred and arising out of operations thereafter, or unless the Partnership is dissolved as a consequence of his ceasing to be a General Partner and liability is imposed upon him by law or some specific provision of this Agreement, the General Partner shall remain liable for the debts, obligations, and liabilities of the Partnership.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

SECTION 6.01 MANAGEMENT OF BUSINESS. The Limited Partners shall not take any part in the conduct or control of the Partnership business nor have any right or authority to act for or on behalf of the Partnership, except as hereinafter provided.

SECTION 6.02 RIGHTS. Limited Partners shall have the same rights as the General Partners to:

(i) At all reasonable times and places inspect and copy any of the Partnership books;

(ii) Have, on demand, true and full information of all things affecting the Partnership, and a formal account of the

Partnership affairs whenever circumstances render it just and reasonable.

SECTION 6.03 LIABILITIES. No Limited Partner shall be liable for any debts, obligations or losses of the Partnership in excess of his contributions to the capital of the Partnership except as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 6.04 OUTSIDE ACTIVITIES. Nothing in this Agreement shall be deemed to prohibit any Limited Partner from engaging in or owning an interest in other business ventures of every kind and description, including, but not limited to the development, ownership, or management of real estate developments, projects or undertakings, whether or not the Partnership also has an interest therein, and neither the Partnership nor any of the partners shall have any rights by virtue of this Agreement in such independent business ventures or to the income or profits derived therefrom.

SECTION 6.05 PROFITS. A Limited Partner shall have the right to receive a share of the profits or other compensation by way of income, and to the return of his capital contributions as provided in this Agreement, and as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 6.06 WITHDRAW. No Limited Partner shall at any time be entitled to withdraw all or any part of his capital contributions without the prior written consent of all of the General Partners.

ARTICLE VII

PROFITS, LOSSES, DISTRIBUTIONS AND ELECTIONS

SECTION 7.01 PROFITS AND LOSSES. Profits and losses of the Partnership for each fiscal year shall be allocated among the partners in proportion to their ownership of the Partnership.

SECTION 7.02 DISTRIBUTIVE SHARES FOR TAX PURPOSES

(a) There shall be allocated to each Partner for federal income tax purposes, in the same proportions prescribed in Section 7.01, a separate distributive share of all Partnership taxable income, gains, losses, deductions and credits.

(b) In the event that any Partner contributes property to the Partnership other than cash, any Partnership taxable gain or loss realized on the sale or other liquidation of such property shall be allocated among the Partner contributing such property or his successor in interest (hereafter in this Section, Contributing Partner) and all other partners as follows:

(i) Any taxable gain or loss attributable to any difference between the adjusted basis of the property at the time of contribution and the value assigned thereto by the General Partners upon its receipt shall be allocated solely to the Contributing Partner; and

(ii) Any remaining taxable gain or loss shall be allocated to all Partners (including the Contributing Partner) prorata in accordance with their General or Limited Partner percentages.

(c) In the event of the assignment of part or all of the Partnership interest of a Limited Partner pursuant to Section

8.02 and the admission of the assignee as a Substituted Limited Partner pursuant to Section 8.03 the distributive share, in respect of the Partnership interest assigned, of Partnership taxable income, gains, losses, deductions and credits for the fiscal year in which such assignments occur, shall be allocated between the assignor Limited Partner and the Substituted Limited Partner prorata in accordance with the number of days in such fiscal year during which each Partner held such Partnership interest.

SECTION 7.03 DISTRIBUTIONS

The General Partners, in their discretion, except as hereinafter provided, may determine from time to time whether Partnership Net Profits (as hereinafter defined) shall be distributed or shall be retained in the Partnership Business, in which latter event the capital account of all Partners shall be increased. The General Partners, in exercising their discretion under this Section, shall ordinarily, unless in their judgment circumstances warrant otherwise, withhold from distribution and invest and apply in furtherance of the Partnership purposes any funds realized through the sale or liquidation of a capital asset, except such amounts as may be necessary and reasonable to compensate the Partners for any tax liability or other expenses expected to be incurred by him on account of such sale or liquidation. In no event shall any net profits be distributed unless there are working capital funds sufficient to maintain sound financial operations. Any such distributions of Net Profits

in any fiscal year shall be allocated among the Partners in proportion to their respective Partnership Interests.

SECTION 7.04 LOSSES. The Net Losses (as hereinafter defined) of the Partnership for any fiscal year shall be allocated among the Partners for any fiscal year in proportion to their respective Partnership Interest and shall be charged against such Partnership Interests.

SECTION 7.05 DEFINITIONS. The terms "Net Profits" and "Net Loss" of the Partnership shall mean the net profits or losses, as the case may be, from the operation of the Partnership, as determined for federal income tax purposes.

SECTION 7.06 TAX ELECTIONS

(a) In the event of a transfer of all or part of a Partnership Interest, the Partnership shall elect pursuant to Section 754 of the Internal Revenue Code to adjust the basis of Partnership property. If any Partner transfers all or part of its Partnership Interest, any basis adjustment from such transfer, whether made under Section 754 of the Internal Revenue Code or otherwise, shall be allocated solely to the transferee.

(b) The Partnership shall treat as an expense all amounts incurred for rent, real estate taxes, interest and other charges relating to the "land" which may, in accordance with applicable law, regulations, and/or decisions be considered as expenses.

(c) The Partnership shall, to the extent permitted by applicable law and regulations and upon obtaining any necessary approval of the Commissioner of Internal Revenue, elect to use

such methods of depreciation as the General Partners determine to be most favorable to the Limited Partners.

(d) All other elections, required or permitted to be made by the Partnership shall be made in such manner as the General Partners determine to be most favorable to the Limited Partners. No Partner shall take any action or refuse to take any action which would cause the Partnership to forfeit the benefits of any tax election previously made or agreed to be made.

ARTICLE VIII

TRANSFER OF INTERESTS

SECTION 8.01 INTERESTS OF GENERAL PARTNERS. The property rights of the General Partners in the Partnership as defined by the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, shall not be transferred or assigned, except as provided in Section 5.09.

SECTION 8.02 INTERESTS OF LIMITED PARTNERS. The interests in the Partnership of a Limited Partner ("Partnership Interests") or any portion thereof, may not be transferred or assigned without the prior written consent of the General Partners. Such consent may be withheld absolutely, in the sole discretion of the General Partners, and shall in no event be given unless:

(a) In the case of an assignment of part of the Partnership Interest of the assignor, the General Partners, in their discretion, determine that the Partnership Interest would not thereby be fragmented in a manner or to an extent inconsistent with efficient operation of the Partnership; and

(b) The assignee shall deliver to the General Partners:

(i) An agreement, in a form satisfactory to the General Partners to be bound by this Agreement;

(ii) Such guaranty, or other assurances as the General Partners may require of the performance of any obligations with respect to contributions of additional capital imposed by Section 4.04;

(iii) A power of attorney substantially identical to that contained in Section 3.02; and

(iv) Such other instruments or documents as the General Partners may require in order to effect the substitution of such person as a substituted Limited Partner pursuant to Section 8.03.

(c) Any such assignment is pursuant to an exemption under the Delaware Securities Act and Federal Securities Acts.

SECTION 8.03 SUBSTITUTED LIMITED PARTNERS. An assignee of part or all of the Partnership Interest of a Limited Partner pursuant to an assignment consented to by the General Partners and in all other respects in compliance with Section 8.02 shall be admitted as a Substitute Limited Partner. The Partnership Commitment and Partnership Contribution of a Substituted Limited Partner shall be those of the assignor immediately before the assignment, provided that in the case of an assignment of part of the Partnership Interest of a Limited Partner, the Partnership Commitment and Partnership Contribution previously attributed to the assignor shall be divided between the assignor and the assignee in accordance with the fraction of the Partnership Interest of the assignor assigned.

SECTION 8.04 TAX RESTRICTION. No transfer of a Partnership Interest may be made after the "original use" of any project on the land, within the meaning of the Internal Revenue Code and Regulations, if the Partnership Interest sought to be transferred, within the period of twelve (12) consecutive months prior thereto, equals fifty (50) percent or more of the total interest in Partnership profits and capital, or otherwise would result in the termination of the Partnership under Section 708 of the Internal Revenue Code. The General Partners may refuse to consent to a transfer of a Partnership Interest, if, prior to the date thereof, the Partnership shall not have received an opinion of counsel, satisfactory in form and substance to the General Partners, that the proposed transfer will not cause a termination of the Partnership for tax purposes and will not prevent the Partnership from being entitled to use any of the accelerated methods of depreciation enumerated in Section 167(b) of the Internal Revenue Code which requires a taxpayer to be the original user of the property so depreciated.

SECTION 8.05 AMENDMENT OF CERTIFICATE. Upon the admission of any general partner or limited partner, the General Partners shall take all steps necessary and appropriate to prepare and record an Amendment to this Certificate of Limited Partnership, and may for this purpose exercise the Power of Attorney granted pursuant to Section 3.02. All necessary and reasonable expenses incurred by the Partnership related to the preparation execution and recording of an amendment to the Certificate of the Limited Partnership shall be paid by the substituted partner.

ARTICLE IX

BOOKS OF ACCOUNT AND PARTNERSHIP RECORDS

SECTION 9.01 BOOKS OF ACCOUNT At all times during the continuance of the Partnership, the General Partners shall keep or cause to be kept, in accordance with generally accepted accounting practices, full and true books of account in which shall be entered fully and accurately all transactions of the Partnership.

SECTION 9.02 INSPECTION. All of the books of account of the Partnership, together with an executed copy of the Certificate of Limited Partnership and of such other instruments as the General Partners may be required to execute pursuant to Section 3.02 including amendments thereto, shall at all times be maintained at the principal office of the Partnership and shall be open to the inspection and examination of the Partners or their representatives.

SECTION 9.03 FISCAL YEAR. The fiscal year of the Partnership shall end on December 31st of each year.

SECTION 9.04 ANNUAL FINANCIAL REPORTS. The General Partners shall deliver to all the Partners within 75 days after the expiration of each fiscal year a Financial Report of the Partnership including a balance sheet, profit and loss statement, and a statement showing distributions to the Partners, and allocation to the Partners of Partnership taxable income, gains, losses, deductions and credits. All such statements shall be prepared in accordance with generally accepted accounting practices by such public accountants enrolled by the State of

Delaware as the General Partners shall, in their sole judgment, employ for the purpose of auditing the accounts of the Partnership.

SECTION 9.05 PARTNERS' ACCOUNTS. An individual Capital Account and Income Account shall be kept for each Partner. When net income is credited to a Partner it shall be credited to his Income Account. When net loss is charged to a Partner, it shall first be charged to his Income Account to the extent thereof and thereafter it shall be charged to his Capital Account. The contributions required to be made by the Partners under Article IV shall be credited to their respective Capital Accounts.

SECTION 9.06 TAX RETURNS. The General Partners shall cause all income tax returns for the Partnership to be prepared by the public accountants selected by the General Partners to audit the Partnership's books of account and shall cause such tax returns to be timely filed with the appropriate authorities. Copies of such tax returns shall be kept at the principal office of the Partnership and shall be available for inspection by the Limited Partners during normal business hours.

SECTION 9.07 BANK ACCOUNTS. The funds of the Partnership currently needed in the daily operation of the Partnership business shall be deposited in the name of the Partnership in such bank accounts insured by the Federal Deposit Insurance Corporation (FDIC) as shall be designated by the General Partners, and withdrawals therefrom shall be made by such persons as the General Partners may designate. All deposits and other funds not currently needed in the daily operation of the Partnership

business shall be invested by the General Partners pursuant to the authority and power granted to them pursuant to Section 5.02 hereof.

ARTICLE X

DISSOLUTION, WINDING-UP DISTRIBUTION

SECTION 10.01 CONDITIONS FOR DISSOLUTION. The Partnership shall be dissolved upon the happening of any of the events specified in subsections (a) through (e) of Section 1.04.

SECTION 10.02 FINAL STATEMENT Upon the dissolution of the Partnership, a final statement of its assets and liabilities shall be prepared by the Partnership's public accountants and furnished to the Partners within seventy-five (75) days after such dissolution.

SECTION 10.03 WINDING-UP AND DISTRIBUTION. Upon the dissolution of the Partnership, the General Partners (which term for the purposes of this section, shall include the Trustee or Successor thereof) shall distribute proceed to liquidate the assets of the Partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17:

(a) Payments to creditors, in the order of priority as provided by law, except those to Limited Partners on account of their capital contributions and to the General Partners;

(b) Payments to Limited Partners in respect to their share of the net profits and other compensation by way of income on their capital contributions;

(c) Payments to Limited Partners in respect to their capital contributions;

(d) Payments to General Partners other than for capital contributions and net profits;

(e) Payments to General Partners in respect to net capital contributions.

SECTION 10.04 ADVANCES OF PARTNERS. If any partner shall advance any monies to the Partnership in excess of his contributions to the capital of the Partnership, the amount of any such advances shall not increase his capital contribution or entitle him to any increase in the distributions of the Partnership; but the amount of any such advance shall be a debt of the Partnership to such Partner and, unless otherwise provided and agreed, shall be repaid to him without interest and shall be payable or collectable only out of the Partnership assets as provided in Section 10.03 hereof.

SECTION 10.05 DISTRIBUTION IN KIND TO PARTNERS. If, in the judgement of the General Partners, it shall be impractical to liquidate part or all of the assets of the Partnership, then assets which they deem not suitable for liquidation may be distributed to the Partners in kind, subject to the order of priority set forth in Section 10.03 and, further, subject, to such conditions and restrictions on the property to be distributed in kind as the General Partners deem reasonable and equitable.

SECTION 10.06 DISTRIBUTION OF PROCEEDS OF REFINANCING AND SALE. Notwithstanding the provisions of Section 7.03, the net proceeds resulting from the refinancing of any mortgage loan on

property of the Partnership, or from the sale or taking by eminent domain of all or substantially all of its property, or from the liquidation of all or substantially all of its property prior to dissolution of the Partnership, shall be distributed forthwith in the order of priority set forth in Section 10.03.

SECTION 10.07 DEATH OF LIMITED PARTNER. The death of a Limited Partner shall not terminate or dissolve the Partnership.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01 PARTNERS INDEPENDENTLY BOUND. Each General Partner and each Limited Partner shall become bound by this Agreement immediately upon affixing his signature hereto, and independently of the signature of any other Partner.

SECTION 11.02 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

SECTION 11.03 ADDRESS AND NOTICE. The address of each Partner for all purposes shall be as set forth next to its name on Schedule A of this Agreement, or such other address of which the General Partners have received written notice. Any notice, demand or request required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered or mailed to such Partner at such address, certified mail, return receipt requested.

SECTION 11.04 TITLES AND CAPTIONS. All article, section or paragraph titles or captions contained in this Agreement are for

convenience only and shall not be deemed part of the context of this Agreement.

SECTION 11.05 PRONOUNS AND PLURALS. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

SECTION 11.06 ENTIRE AGREEMENT. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement.

SECTION 11.07 AGREEMENT BINDING. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 11.08 WAIVER. No failure by any Partner to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Partner by notice pursuant to Section 11.03 may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligations, or covenant of any other Partner. No waiver shall affect or alter the remainder of this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect, with respect to any other then existing or subsequent breach thereof.

SECTION 11.09 REMEDIES. The rights and remedies of the Partners shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the partners confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other Partner for a breach or threatened breach of any provision hereof, it being the intention of this Section to make clear the agreement of the Partners that the respective rights and obligations of the Partners hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION 11.10 AMENDMENTS.

(a) Amendments to this Agreement may be proposed by the General Partners by submitting the text of such amendment to all Limited Partners in writing.

(b) Any amendment so proposed by the General Partners shall become effective unless, within thirty (30) days after the submission thereof to all Limited Partners, written objections shall be received by the General Partners from Limited Partners representing at least 51 percent of the aggregate Limited Partner Percentages held by all Limited Partners in the Partnership.

(c) Notwithstanding anything to the contrary in subsections (a) and (b):

(i) No amendment shall, without the affirmative written approval of all Partners:

A. Add to, detract from or otherwise modify the purposes of the Partnership or the character of its business as set forth in Article II.

B. Enlarge the liability of the General Partners as limited by Section 5.05;

C. Enlarge the obligation of any Partner to make contributions to the capital of the Partnership as provided in Sections 4.01 through 4.04;

D. Change the General or Limited Partner percentages as set forth on Schedule A or the method of allocating profits, losses, or distributions, as set forth in Article VII or X;

E. Detract from the authority of the General Partners to cause the dissolution of the Partnership pursuant to Section 10.01;

F. Modify the order of distribution provided by Section 10.03;


G. Reduce the General Partners' right to engage in other activities as provided in Section 5.03;

H. Amend this Section 11.10; and

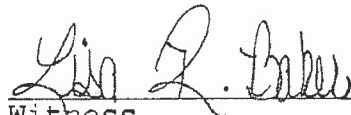
(ii) Nothing herein shall affect the authority of the General Partners to effect changes authorized by this Agreement in the membership of the Partnership.

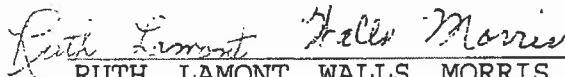
SECTION 11.11 APPLICABLE LAW. This Agreement shall be deemed to be made under and shall be construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.


Witness

 (Seal)
RUTH LAMONT WALLS MORRIS, General Partner


Witness

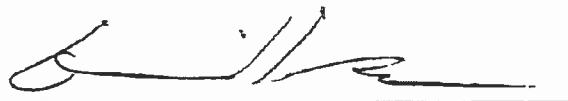
 (Seal)
RUTH LAMONT WALLS MORRIS, Limited Partner

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX : --

BE IT REMEMBERED, that on this 23rd day of March, A.D. 2001, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, RUTH LAMONT WALLS MORRIS, party to this indenture, known to be personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

DAVID W. BAKER
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF DELAWARE
MY COMMISSION EXPIRATION DATE

 (SEAL)
Notary Public

SCHEDULE "A"

GENERAL PARTNER	ADDRESS	CONTRIBUTION	UNITS	INITIAL PERCENT
RUTH LAMONT WALLS MORRIS	Rt 2, Box 387A Milton, Delaware 19968	\$1.00 & other good and valuable consideration	10	1%

LIMITED PARTNERS	ADDRESS	CONTRIBUTION	UNITS	INITIAL PERCENT
RUTH LAMONT WALLS MORRIS	Rt 2, Box 387A Milton, Delaware 19968	\$1.00 & other good and valuable consideration	990	99%

[Signature]
Witness

[Signature]
Witness

Ruth Lamont Walls Morris (Seal)
RUTH LAMONT WALLS MORRIS, General Partner

Ruth Lamont Walls Morris (Seal)
RUTH LAMONT WALLS MORRIS, Limited Partner

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

JAN 11 2016

STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER **142-15-189289**

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last) FRANCES L MARVIN				2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy) DECEMBER 29, 2015	
3. SEX FEMALE	4. DATE OF BIRTH (mm-dd-yyyy) AUGUST 19, 1944	5. AGE - Last Birthday (Years) 71	6. BIRTHPLACE (City & State or Foreign Country) LEWES, DE	7. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) OWEN E MARVIN	
8. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input checked="" type="checkbox"/> Married			9. SOCIAL SECURITY NUMBER 014-34-5403		
10a. RESIDENCE STREET ADDRESS 4524 RHEA LANE				10b. APT. NO. 	10c. CITY OR TOWN EL PASO
10d. COUNTY EL PASO		10e. STATE TEXAS	10f. ZIP CODE 79924	10g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11. FATHER'S NAME PRIOR TO FIRST MARRIAGE FRANK J MORRIS			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE RUTH WALLS		
13. PLACE OF DEATH (CHECK ONLY ONE) IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)					
14. COUNTY OF DEATH EL PASO		15. CITY/TOWN, ZIP (If OUTSIDE CITY LIMITS, GIVE PRECINCT NO.) EL PASO, 79934		16. FACILITY NAME (If not institution, give street address) SIERRA PROVIDENCE NORTHEAST	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED OWEN E MARVIN - HUSBAND				18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code) 4524 RHEA LANE, EL PASO, TX 79924	
19. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input checked="" type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)		20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH SAYRA NATHALI FRAGOSO, BY ELECTRONIC SIGNATURE - 113720		21. <input checked="" type="checkbox"/> Unknown Section _____ Block _____ Lot _____ Space _____	
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) MEMORIAL PINES CREMATORY		23. LOCATION (City/Town, and State) SUNLAND PARK, NM			
24. NAME OF FUNERAL FACILITY SUNSET FUNERAL HOME - NORTHEAST		25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code) 4631 HONDO PASS, EL PASO, TX 79904			
26. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician - To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Judge of the Peace - On the basis of examination, a full investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.					
27. SIGNATURE OF CERTIFIER ROGER BELBEL, BY ELECTRONIC SIGNATURE		28. DATE CERTIFIED (mm-dd-yyyy) JANUARY 8, 2016	29. LICENSE NUMBER G9260	30. TIME OF DEATH (Actual or presumed) 05:35 AM	
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code) ROGER BELBEL, 85 SUNLAND PARK SUITE 102, EL PASO, TX 79922				32. TITLE OF CERTIFIER DO	
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.					
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. SEPSIS WITH RESPIRATORY FAILURE Due to (or as a consequence of): b. RENAL FAILURE Due to (or as a consequence of): c. HYPERTENSION Due to (or as a consequence of): d. DIABETES MELLITUS Due to (or as a consequence of):					
34. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
36. PART 2. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART 1. SEPSIS WITH REPIRATORY FAILURE					
38. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		39. IF FEMALE: <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year	
40a. DATE OF INJURY (mm-dd-yyyy) 		40b. TIME OF INJURY 		40c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40d. LOCATION (Street and Number, City, State, Zip Code) 		40e. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area) 			
41. DESCRIBE HOW INJURY OCCURRED 					
42a. REGISTRAR FILE NO. 0105560		42b. DATE RECEIVED BY LOCAL REGISTRAR JANUARY 8, 2016		42c. REGISTRAR REGISTRAR - EL PASO COUNTY CLERK, ELECTRONICALLY FILED	

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT
 WARNING: The penalty for knowingly making a false statement in this form can be 3-10 years in prison and a fine up to \$10,000. (Health and Safety Code, Sec. 191.001)

Q A 0 7 2 8 8 4 8 9

VS-112 REV 1/2008

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED JAN 11 2016

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

GERALDINE R. HARRIS
STATE REGISTRAR

LHA



EXHIBIT

B



September 26, 2016

R L W Morris Family Limited Partnership
30271 Stockley Road
Milton, DE 19968

RE: Dellwood Wastewater – Parcel #234-2.00-2.00

Dear R L W Morris Family Limited Partnership:

Pursuant to 26 **Delaware Code**, Section 203D(d)(2), an application for a Certificate of Public Convenience and Necessity (CPCN) will be submitted to the Delaware Public Service Commission on or about October 25, 2016. Your property has been included within an area Tidewater Environmental Services, Inc. (TESI) intends to serve with public wastewater and we are required to inform you of certain information. The area to be served is Dellwood Estates. If you agree to the inclusion of your property in the proposed service area, no action on your part is required. Inclusion of your property in a CPCN area does not obligate you to connect immediately to our system; however, should your existing system fail and public wastewater services are deemed to be legally and publicly available, you may then be required to connect.

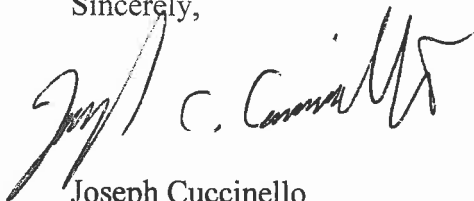
Under Delaware law, the Public Service Commission cannot grant a CPCN to TESI if a majority of the landowners in the proposed wastewater service area object to the issuance of the CPCN. If you object to the issuance of a CPCN for the proposed area that includes your property, you must notify the Commission, in writing, within sixty days of your receipt of this notice or within thirty days of the filing of the completed application for a CPCN, whichever is greater.

You may also request a public hearing on this matter. The purpose of the public hearing will be to demonstrate why it would not be in the public interest for the Commission to grant TESI a CPCN to provide wastewater services to the proposed area. A request for a public hearing must be made in writing to the Commission within sixty days of your receipt of this notice or within thirty days of the filing of the completed application for a CPCN, whichever is greater. Written notice of your decision to object to the issuance of the CPCN or your written request for a public hearing, should be sent to the Secretary of the Delaware Public Service Commission at the address shown below. Any written notice sent to the Commission must include the description of the service area referred to above, your tax parcel identification number, and the name of the applicant for the CPCN so the Commission will be able to identify the CPCN application to which your notice is related.

Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building
Suite100

Questions regarding objections or public hearings may be directed to: Public Service Commission at its toll-free number (within Delaware) 1-800-282-8574, by Text Telephone ("TT"), by regular telephone at (302) 736-7500, or by e-mail to kevin.neilson@state.de.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Cuccinello". The signature is stylized with a large initial "J" and a long, sweeping underline.

Joseph Cuccinello
CPCN Coordinator

Hasler

09/26/2016

US POSTAGE

FIRST-CLASS MAIL

\$06.46⁵



ZIP 19901

011D11637196

R L W Morris Family Limited Partnership
30271 Stockley Road
Milton, DE 19968

CERTIFIED MAIL™

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

7012 0470 0000 2895 8844
7012 0470 0000 2895 8844



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 4.46 ⁵
Certified Fee	330
Return Receipt Fee (Endorsement Required)	200
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.46 ⁵

Postmark
Here

RLW Morris Family Lp
Street, Apt. No. 30271 Stockley Rd
or PO Box No.
City, State, ZIP+4
Milton, DE 19968

See Reverse for Instructions

PS Form 3800, August 2006

7011 0470 0000 2895 8864

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.465
Certified Fee	330
Return Receipt Fee (Endorsement Required)	270
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.465
Postmark Here	
Sent to	
RLW Morris Family LP	
Street, Apt. No. or PO Box No. 30271 Stockley Rd	
City, State, ZIP+4 Milton, DE 19968	
PS Form 3800, August 2006	
See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p>X <i>Jina Morris</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>RLW Morris Family Limited Partnership 30271 Stockley Rd Milton, DE 19968</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 0470 0000 2895 8864</p>

EXHIBIT

C

Exhibit C

Tax Map Parcel Numbers

Acres

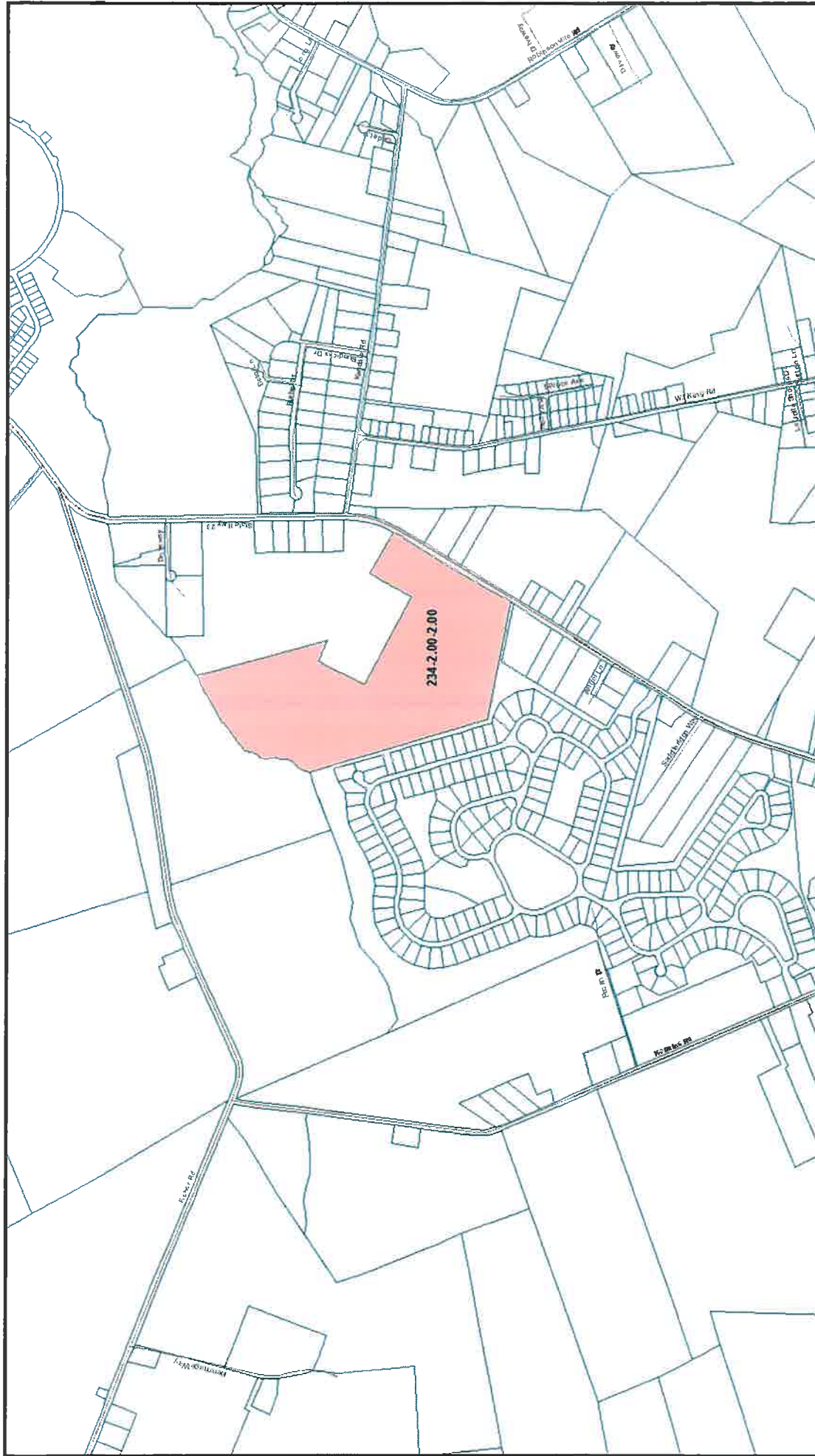
Owners

234-2.00-2.00

70.22

R L W Morris Family Limited Partnership
30271 Stockely Road
Milton, DE 19968

- Parcel 234-2.00-2.00 is an individual parcel on the northwest side of Beaver Dam Road and is approximately 535 feet from the intersection of Beaver Dam Road and Kendale Road.



CPCN APPLICATION MAP WW
Dellwood Estates
Sussex County, DE

TIDEWATER
UTILITIES, INC.
 A Middlesex Water Company Affiliate

The landowner information shown herein is based on the most current information available from the State of Delaware, New Castle County, and the State of Delaware. The actual boundaries of the property may vary slightly from those shown on this map.

PRINT DATE: 09/29/2016
 DATE OF COMPLETION: September 29, 2016
 DATE OF RECORDING: September 29, 2016
 STATE PLANS COORDINATE SYSTEM

A-16-009
 1 inch = 833 feet
Map 1

